



King County

Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-684-1681 TTY Relay: 711

Invitation to Bid

ADVERTISED DATE: JUNE 22, 2006

Invitation to Bid (ITB) Title: Truck, 19,000 lb GVWR, w/36 ft, Telescopic, Articulating Aerial Device

ITB Number: 13107-AAB

Due Date: July 20, 2006 – 2:00 P.M.

Buyer: Amon Billups, amon.billups@metrokc.gov, 206-263-4270

Furnishing new, current model, 36 ft, two-person, telescopic articulating aerial device installed on a 19,000 lb GVWR truck, in accordance with the following and attached instructions, requirements and specifications.

TOTAL BID PRICE: \$ _____

PRE-BID CONFERENCE

Date: July 11, 2006

Time: 9:30 A.M.

Location: King County Procurement
Services Section, 821-2nd Ave, 8th Fl,
East Conference Room, Seattle, WA
98104

Sealed Bids are hereby solicited and will **only** be received by:
King County Procurement Services Section
Exchange Building, 8th Floor
821 Second Avenue
Seattle, WA 98104-1598
Office Hours: 8:00 a.m. – 5:00 p.m.
Monday - Friday

BIDDERS SHALL COMPLETE AND SIGN THE FORM BELOW.

We acknowledge that **Addenda numbered** _____ **to** _____ have been examined as part of the Contract documents. The submittal is signed by an authorized representative of the Bidder accepting all terms and conditions contained in the bid and any addenda. We acknowledge that attaching our terms and conditions or modifying the ITB terms and conditions may result in our bid being rejected.

Company Name

Address

City/State /Postal Code

Signature

Print name and title

Email

Phone

Fax

SEDB/DBE Certification Number

Upon request, this Invitation to Bid will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities.

SECTION 1 Instruction To Bidders

1.1 Bid Submittal Procedure

The **original and (1) copy** of this solicitation document shall be completed, signed and submitted. Failure to return the solicitation document may result in disqualification of the Bidder. The original shall be noted or stamped "original". Bids and modifications thereof shall be enclosed in a sealed envelope, with the "Bid Opening Label" completed and affixed.

Bidders are encouraged to use recycled paper in the preparation of additional documents submitted with this solicitation, and shall use both sides of paper sheets where practicable.

Sealed bids shall contain all required attachments and information and be submitted to King County (hereinafter "County") no later than the date, time and place stated on the front of this ITB or as amended. The bidder shall show the title and number, the due date specified, and the name and address of the bidder on the face of the envelope. Bidders are cautioned that failure to comply may result in non-acceptance of the bid. The Bidder accepts all risks of late delivery of mailed bids or of mis-delivery regardless of fault. Bids properly and timely submitted will be publicly opened.

Bids will only be accepted from Contractors able to complete the delivery of goods or services described in the specifications. Joint ventures shall submit one bid for the team, with accompanying proof of the joint venture agreement.

If a company chooses not to submit a bid, the County requests the company advise the Buyer by email if they desire to remain listed for the subject of this ITB and state reason they did not submit a bid.

1.2 King County Internet Web Site

King County is committed to reducing costs and facilitating faster communication to the community by using electronic means to convey information. As such, most Invitations to Bid and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at http://metrokc.gov/procurement/rfp_rfq_itb/new_goods.aspx.

Please note any special messages regarding a particular solicitation. This information is posted at the Web Site as a convenience to the public, and is not intended to replace the King County process of formally requesting bid documents.

It is important that you register with King County Procurement and Contract Services after downloading documents from the RFPs, RFQs and ITBs - Consultants and Goods/Services websites. Failure to register may result in you not being notified of any addenda, which may result in rejection of your bid/proposal as non-responsive. To register, access **Contact Us > > Registration Form**. Thank you for your cooperation.

Only bids, modifications of bids received in accordance with the requirements of this ITB will be accepted. Facsimile or electronic bids will not be considered.

After all bids have been opened, the County will post a listing of the Bidders submitting bids, or the name of a person to contact for bid results at the King County Internet site. Please refer to the web site for a listing, as well as a notification of a final award.

1.3 Alterations to Document

Any addition, limitation or provision made or attached to the bid may render it non-responsive and/or irregular and be cause for its rejection.

Bidders may be required to submit additional documents as part of the bid package. Any alteration of such documents by erasure or interlineations shall be explained or noted and initialed by the Bidder.

1.4 Late Bids

Bids, modifications of bids, and withdrawal of bids received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

1.5 Cancellation of ITB or Postponement of Bid Opening

The County reserves the right to cancel the ITB at any time.

The County may change the date and time for submitting bids prior to the date and time established for submittal.

1.6 Addenda

Bidder shall acknowledge receipt of all "Addenda" issued during the bid process. Failure to acknowledge receipt of all addenda may result in a bid being determined non-responsive.

If at any time, the County changes, revises, deletes, clarifies, increases, or otherwise modifies the ITB, the County will issue a written Addendum to the ITB.

1.7 Questions and Interpretation of the ITB

No oral interpretations of the ITB will be made to any Bidder. All questions and any explanations must be requested in writing and directed to the Buyer no later than seven (7) days prior to the due date specified in the solicitation. Oral explanations or instructions are not binding. Any information modifying a solicitation will be furnished to all bidders by an addendum.

Days, as referenced in this document, are calendar days unless otherwise specified.

Communications concerning this bid, with other than the listed Buyer may cause the Bidder to be disqualified.

1.8 Examination of Bid Documents

The submission of a bid shall constitute an acknowledgement upon which the County may rely that the Bidder has thoroughly examined and is familiar with the ITB, including any work site identified in the ITB, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods or services to be provided hereunder.

The failure of a Bidder to comply with above requirement shall in no way relieve the Bidder from any obligations with respect to its bid or to any Contract awarded pursuant to this ITB. No claim for additional compensation shall be allowed which is based upon a lack of knowledge or misunderstanding of this ITB.

1.9 Modifications of Bid or Withdrawal of Bid Prior to Bid Due Date

At any time before the time and date set for submittal of bids, a Bidder may submit a modification of a bid previously submitted to the County. All bid modifications shall be made in writing, executed and submitted in the same form and manner as the original bid.

Bids may be withdrawn by written notice received prior to the exact hour and date specified for receipt of bids. A bid also may be withdrawn in person by a Bidder or authorized representative provided their identity is made known and they sign a receipt for the bid, but only if the withdrawal is made prior to the

exact hour and date set for receipt of bids. All requests for modification or withdrawal of bids, whether in person or written, shall not reveal the amount of the original bid.

1.10 Bid Withdrawal After Public Opening

Except for claims of error granted by the County, no Bidder may withdraw a bid after the date and time established for submitting bids, or before the award and execution of a Contract pursuant to this ITB, unless the award is delayed for a period exceeding the period for bid effectiveness.

Requests to withdraw a bid due to error must be submitted in writing along with supporting evidence for such claim for review by the county. Evidence must be delivered to the county within two (2) business days after request to withdraw. The County reserves the right to require additional records or information to evaluate the request. Any review by the County of a bid and/or any review of such a claim of error, including supporting evidence, creates no duty or liability on the County to discover any other bid error or mistake, and the sole liability for any bid error or mistake rests with the Bidder.

1.11 Cost of Bid and Samples

The County is not liable for any costs incurred by Bidder in the preparation and evaluation of bids submitted. Samples of items required must be submitted to location and at time specified. Unless otherwise specified, samples shall be submitted with no expense to the County. If not destroyed by testing, samples may be returned at the bidder's request and expense unless otherwise specified.

1.12 Collusion

By signing this bid, the Bidder certifies that they have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding. If the County determines that collusion has occurred among Bidders, none of the bids from the participants of such collusion will be considered. The County's determination will be final.

1.13 Bid effective Date

All bids submitted shall be a firm bid for a minimum period of 90 days after the bid opening date, unless otherwise stated in writing in the bid. The County may request a Bidder grant an extension of the bid effective period.

1.14 Bid Price and Tax

The bid price shall include everything necessary for the prosecution and completion of the Contract, except as may be provided otherwise in this ITB.

Bid Prices shall include all freight charges, FOB to the designated delivery point(s).

Taxes: Sales/use taxes and Federal excise taxes shall not be included in the bid price. The County shall pay any Washington State sales/use taxes applicable to the Contract price or tender an appropriate amount to the Contractor for payment to Washington State. The Bidder is cautioned that taxes may be a factor in evaluating the total cost of bid.

The County is exempt from Federal excise and Transportation taxes. All other government taxes, duties, fees, licenses, permits, royalties, assessments and charges shall be included in the bid price. Said exemption is made pursuant to Chapter 32 of the Internal Revenue Code and Registry No. A-1 02374. When requested, an exemption certificate will be furnished.

1.15 Protest Procedures

King County has a process in place for receiving protests based upon invitation to bid or contract awards. The protest procedures:

http://www.metrokc.gov/procurement/documents/U_014_Protest_Procedures.doc, are available from the King County Procurement web site: <http://www.metrokc.gov/procurement/faq/supplier.aspx>.

SECTION 2 Bid Evaluation and Contract Award

2.1 Evaluation of Bids

Bids will be evaluated by the County to determine which bid, if any, may be deemed to be the low responsive bid from a responsible bidder, and should be accepted in the best interest of the County.

The King County Contracting Opportunities Program is incorporated in this ITB, see Attachment A – “King County Contracting Opportunities Program”. The determination of lowest responsive, responsible bidder will include the application of the five (5) percent incentive factor for Small Economically Disadvantaged Businesses (SEDB).

King County may use prompt payment discount terms in evaluation of this ITB; however, discounts terms of less than twenty (20) days will not be considered. Minimum acceptable payment terms by the County without benefit of twenty (20) day discount will be net 30 days.

In the event of a discrepancy between the unit price and the extended amount for a bid item, the unit price will govern.

2.2 Responsive and Responsible

Responsive

The County will consider all the material submitted by the Bidder, and other evidence it may obtain otherwise, to determine whether the Bidder is in compliance with the terms and conditions set forth in this ITB.

Responsible

In determining the responsibility of the bidder, the County may consider:

- the ability, capacity and skill to perform the Contract or provide the service required
- the character, integrity, reputation, judgment and efficiency
- financial resources to perform the Contract properly and within the times specified,
- the quality and timeliness of performance on previous contracts with the County and other agencies, including, but not limited to, the effort necessarily expended by the County and other agencies in securing satisfactory performance and resolving claims
- compliance with federal, state and local laws and ordinances relating to public contracts
- other information having a bearing on the decision to award the Contract.

Failure of a bidder to be deemed responsible or responsive may result in the rejection of a bid.

2.3 Financial Resources and Auditing

If requested by the County, prior to the award of a contract, the bidder shall submit proof of adequate financial resources available to carry out the execution and completion of work required by this contract.

King County reserves the right to audit the Contractor throughout the term of this contract to assure the Contractor's financial fitness to perform and comply with all terms and conditions contained within this contract. King County will be the sole judge in determining the Contractor's financial fitness in carrying out the terms of this contract.

2.4 King County Contracting Opportunities Program

The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Economically Disadvantaged Businesses (SEDB) through the use of a five percent (5%)

incentive factor in the award of King County contracts for the purchase of goods or services. The Program is open to all SEDB firms certified by King County's Business Development and Contract Compliance Office. To learn more about this program see "Attachment A" of this solicitation.

2.5 Substitutions

When specific brands, materials, design, style or size are named, such specifications may be construed to be shown solely for the purpose of indicating the standard of quality, performance or intended use.

Where indicated, brands of equal quality, performance and use may be considered by the county, provided the bidder submits with their bid the brand, model, product number and other data necessary for comparison. The county retains the sole right to accept or reject substitutions.

2.6 Forms Required Before Contract Award

The Bidder shall submit, within five (5) Days of notification from the County, the applicable documents, insurance, bonds, sworn statements, and other requirements prior to award. Failure by the Bidder to submit required documents may result in rejection of the bid.

- [Equal Benefit Worksheet and Declaration Form:](#)
- [Personnel Inventory Report*:](#)
- [Affidavit and Certificate of Compliance Regarding Equal Employment Opportunity*:](#)
- [Statement of Compliance – Union or Employee Referral Agency Statement*:](#)
- [Internal Revenue Service Form W-9 *](#)

*If not on file with the County

2.7 Rejection of Bids

The County reserves the right to reject any bid for any reason or to waive informalities and irregularities in bids.

In consideration for the County's review and evaluation of its bid, the Bidder waives and releases any claims against the County arising from any rejection of any or all bids, including any claim for costs incurred by Bidders in the preparation and presentation of bids submitted in response to this ITB. In addition, Bidders waive the costs of providing additional information requested.

2.8 Single Bid Receipt

If the County receives a single responsive, responsible bid, the County may request an extension of the bid acceptance period and/or conduct a price or cost analysis on such bid. The Bidder shall promptly provide all cost or pricing data, documentation and explanation requested by the County to assist in such analysis. By conducting such analysis, the County shall not be obligated to accept the single bid; the County reserves the right to reject such bid or any portion thereof.

2.9 Public Disclosure of Bids

This procurement is subject to the Washington Public Disclosure Act, RCW (Revised Code of Washington) 42.17.250 et seq. Bids submitted under this ITB shall be considered public documents unless the documents are exempt under the public disclosure laws. After the selection process has been concluded and a contract has been signed by both parties bids shall be available for inspection and copying by the public.

If a Bidder considers any portion of its bid to be protected under the law, the Bidder shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If the

County determines that the material is not exempt from public disclosure law, the County will notify the Bidder of the request and allow the Bidder fifteen (15) Days to take whatever action it deems necessary to protect its interests. If the Bidder does not take such action within said period, the County will release the portions of the bid deemed subject to disclosure. By submitting a bid, the Bidder assents to the procedure outlined in this subsection and shall have no claim against the County on account taken under such procedure.

2.10 Contract Award

Contract award, if any, will be made by the County to the low, responsive, responsible Bidder. The County will have no obligations until an award is made and an order placed with the Contractor. The County reserves the right to award one or more contracts as determined to be in the County's best interest. The County may accept any individual item, or group of items, or schedules of any bid, unless otherwise stated herein.

A written award mailed or otherwise furnished to a Contractor within the time for acceptance shall be a binding contract.

SECTION 3 Standard Contractual Terms and Conditions

3.1 Administration

This Contract is between the County and the Contractor who shall be responsible for providing the goods or services described herein. The County is not party to defining the division of work between the Contractor and its Subcontractors. The Contractor represents that it has or shall obtain all duly licensed or qualified personnel, materials and equipment required to perform work hereunder.

The Contractor's performance under this Contract may be monitored and reviewed by a Project Manager appointed by the County. Reports and data required to be provided by the Contractor shall be delivered to the Project Manager or Buyer. Questions by the Contractor regarding interpretation of the terms, provisions and requirements of this Contract shall be addressed to the Buyer or Project Manager for response.

3.2 Contract Amendments

No oral order or conduct by the County shall constitute a Contract Amendment. Contract Amendments shall only be effective upon written notification by the County. The County reserves the right to amend the contract to add or delete goods or services within the intended scope of this contract. This may include, but is not limited to:

- Approval of replacements for discontinued items,
- Add items of like function, or similar in nature or purpose to the originally listed products
- The provision of ancillary services in response to minor changes in County needs
- Extend the contract to include optional terms

Cost or Price Analysis may be required by the County for the evaluation of contract modifications, terminations, revision to contract requirements or other circumstances as determined by the County.

3.3 Invoices and Payment

The Contractor shall submit properly certified invoices to King County. The invoice(s) shall contain the following information: The purchase order/contract number, item numbers, description of supplies or services, quantities, unit prices, extended totals, and discounts, if applicable. For services, identify specific deliverables, and/or hourly rates, hours worked, total hours or related fees.

The Contractor shall bill to the address on the purchase order. The County will take advantage of any prompt payment discount terms bid. Discount periods shall be extended if the invoice is returned for credit or correction.

When a purchase order is issued against this Contract that has the potential for multiple or partial deliveries, a separate invoice shall be generated for each completed delivery accepted by the County.

Failure to comply with these requirements or to provide an invoice in conformance with the contract may delay payment.

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

King County will not be bound by prices contained in an invoice that are higher than those in the currently approved price list. If a price increase has not been accepted in writing by King County, the invoice may be rejected and returned to the Contractor for a correction.

3.4 Rejection of Goods Or Services

After award, the Buyer or authorized County representative shall have the option of rejecting or refusing delivery of any and all goods or services which are not in strict conformity with the requirements of the specification and the bid. All rejected goods or services shall be promptly replaced or re-performed and be subject to approval by the County. All replacement goods and services shall be provided at the Contractor's own expense.

3.5 Re-procurement Costs

When a Contractor fails to furnish goods or services in accordance with the terms of this Contract, and the County must purchase at a price greater than the contract price, the difference may be charged to the Contractor. The County may exercise this charge as a credit against invoices due the Contractor.

3.6 Termination For Convenience/Default/Non-appropriation

A. Termination for Convenience

The County for its convenience may terminate this Contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Contractor. After receipt of a Notice of Termination ("Notice"), and except as directed by the County, the Contractor shall immediately stop work as directed in the Notice, and comply with all other requirements in the Notice. The Contractor will be paid its costs, including necessary and reasonable Contract close-out costs and profit on that portion of the work satisfactorily performed up to the date of termination as specified in the notice. The Contractor shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Contractor has any property in its possession belonging to the County, the Contractor shall account for the same and dispose of it in the manner the County directs. All termination payment requests may be subject to Cost or Price Analysis to determine reasonableness and compliance with the Contract and applicable laws and regulations.

B. Termination for Default

If the Contractor does not deliver work in accordance with the Contract, or the Contractor fails to perform in the manner called for in the Contract, or the Contractor fails to comply with any material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default as follows:

A Notice to Cure will be served on the Contractor by certified mail (return receipt requested) or a delivery service capable of providing a receipt. The Contractor shall have ten (10) Days from the date the Notice to Cure was served to cure the default or provide the County with a detailed written plan, which indicates the time and methods needed to bring the work into compliance and cure the default.

If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract. Termination shall occur by serving a Notice of Termination by certified mail (return receipt requested) or delivery service capable of providing a receipt on the Contractor setting forth the manner in which the Contractor is in default and the effective date of termination.

The Contractor will only be paid for work delivered and Accepted, or work performed in accordance with the manner of performance set forth in the Contract less any damages to the County caused by or arising from such default. All termination payment requests are subject to Cost or Price Analysis to verify compliance with the Contract and applicable laws and regulations.

The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

If expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth in this Contract or in any amendment hereto, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part.

In accordance with King County Code 4.04.040B.6, payment shall not exceed the appropriation for the year in which termination is effected. If this Contract is terminated for non-appropriation, the County shall be liable only for payment in accordance with the terms of this Contract for performance rendered prior to the effective date of termination; and, the Contractor shall be released from any obligation under this contract or a related Purchase Order to provide further work pursuant to the Contract as are affected by the termination.

Funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, the Contract shall terminate at the close of the current appropriation year. The appropriation year ends on December 31 of each year.

3.7 Force Majeure

The term force majeure shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, fire, accidents shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event or any event cause not within such party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including Termination for Default.

Whenever a force majeure event causes the Contractor to allocate limited resources between or among the Contractor's customers, the County shall receive no less priority in respect to such allocation than any of the Contractor's other customers.

3.8 Taxes, Licenses, and Certificate Requirements

This Contract and any of the work provided hereunder is contingent and expressly conditioned upon the ability of the Contractor to provide the specified goods or services consistent with applicable federal, state or local laws and regulations. If, for any reason, the Contractor's required compliances are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify the County immediately of such condition in writing.

The Contractor and subcontractor(s) shall maintain and be liable for all taxes (except sales/use taxes), fees, licenses, permits and costs as may be required by applicable federal, state or local laws and regulations as applicable to the work under this Contract.

3.9 Assignment

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the

successors of the assigning party. This provision shall not prevent the Contractor from pledging any proceeds from this Contract as security to a lender so long as King County Policy Fin10-1 (AP), paragraph 6.1.3 is followed. If assignment is approved, it shall be accepted by either party upon the posting of all required bonds, securities and the like by the assignee, and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

3.10 Indemnification and Hold Harmless

- A. In providing services under this Contract, the Contractor is an independent contractor, and neither the Contractor nor its officers, agents or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by or on behalf of the Contractor, its employees and/or others by reason of this Contract. The Contractor shall protect, indemnify, defend and save harmless the County and its officers, agents and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits or taxes; and/or (2) the supplying to the Contractor work, services, materials, and/or supplies by Contractor employees or other suppliers in connection with or in support of the performance of this Contract.

- B. The Contractor further agrees that it is responsible for and shall repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.
- C. The Contractor shall protect, defend, indemnify, and save harmless the County, [and the State of Washington or US Government (when any funds for this Contract are provided by them)], their officers, employees, and agents from any and all costs, fees (including attorney fees), claims, actions, lawsuits, judgments, awards of damages or liability of any kind, arising out of or in any way resulting from the negligent acts or omissions of the Contractor, its officers, employees, subcontractors or any tier and/or agents. The Contractor agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, subcontractors of any tier or agents.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this paragraph C, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

- D. For purposes of paragraphs A and C above, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- E. In the event the County incurs attorney fees and/or costs in the defense of claims within the scope of paragraphs A and C above, such attorney fees and costs shall be recoverable from the Contractor. In addition King County shall be entitled to recover from the Contractor its attorney fees, and costs incurred to enforce the provisions of this section.

- F. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.
- G. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

3.11 Applicable Law and Forum

Except as hereinafter specifically provided, this Contract shall be governed by and construed according to the laws of the State of Washington, including, but not limited to, the Uniform Commercial Code, Title 62A RCW. Any claim or suit concerning this Contract shall only be filed in either the King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

3.12 Conflicts of Interest and Non-Competitive Practices

By entering into this Contract to perform work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not require any interest that conflicts in any manner or degree with the work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Contractor take immediate action to eliminate the conflict up to and including termination for default.

By entering into this Contract to perform work, the Contractor represents that no Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and no gratuities, in the form of entertainment, gifts or otherwise, were bided or given by the Contractor or any of its agents; employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

3.13 Disputes, Claims and Appeals

The Contractor shall address questions or claims regarding the Contract in writing to the Buyer and Project Manager, within ten (10) Days of the date on which the Contractor knows or should know of the question or claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. No claim shall be allowed for any costs incurred more than ten (10) Days before the Contractor gives written notice, as required in this section. The Buyer and Project Manager shall ordinarily respond to the Contractor in writing with a decision, but absent such written response, the question or claim shall be deemed denied upon the tenth (10th) Day following receipt by the Buyer and Project Manager.

In the event the Contractor disagrees with the determination of the Buyer and Project Manager, the Contractor shall within five (5) Days of the date of such determination, appeal the determination in writing to the Procurement and Contract Services Section Manager. Such written notice of appeal shall include all information necessary to substantiate the appeal. The Procurement and Contract Services Section Manager shall review the appeal and make a determination in writing, which shall be final. Appeal to the Procurement and Contract Services Section Manager shall be a condition precedent to alternative dispute resolution or litigation.

Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer or Project Manager.

Failure to comply precisely with the time deadlines under this subsection as to any claim shall operate as a waiver and release of that claim and an acknowledgement of prejudice to the County.

3.14 Maintenance of Records/Audits

The Contractor shall maintain, and shall require any sub-contractor to maintain, accounts and records, including personnel, property, financial and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all project funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Contractor shall make such documents available to the County for inspection, copying, and auditing upon request.

All records referenced in the paragraph above, shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.

The Contractor shall provide access to its facilities, including those of any sub-contractor, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Contractor in the case of fiscal audits to be conducted by the County.

The Contractor agrees to cooperate with the County or its designee in the evaluation of services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.

3.15 Other Public Agency Orders

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods or services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties agree. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

3.16 Environmental Purchasing Policy

Offerors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Offeror and Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the contract and shall, whenever practicable, use both sides of the paper. (Reference: KCC 10.16 & King County Executive Policy CON 7-1-2).

3.17 Industrial and Hazardous Waste

The Contractor shall comply with all applicable local ordinances, state and federal statutes, and supporting rules and regulations governing the discharge of industrial waste to public sewer, private sewer, or side sewer tributary to the metropolitan sewer system.

Contractor shall handle and dispose of all hazardous wastes in compliance with all applicable local, state and federal laws and regulations, including the Resource Conservation and Recovery Act, the Washington Hazardous Waste Management Act, and applicable rules and regulations of the Environmental Protection Agency and the Department of Ecology governing the generation, storage, treatment, transportation or disposal of hazardous wastes.

3.18 Patents and Royalties

The Contractor is responsible for paying all license fees, royalties or the costs of defending claims for the infringement of any intellectual property that may be used in performing this Contract.

3.19 Supported Employment Program

The County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those Contractors and Consultants that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this Contract, please submit Documentation supporting this claim with your bid. If you have questions, or need additional information, please contact the Community and Human Services Division, Developmental Disabilities Division, 206-296-5268.

3.20 Nondiscrimination and Equal Employment Program

During the performance of this contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract. King County Code, and all applicable state and federal anti-discrimination laws, rules, regulations and requirements are incorporated herein by reference, and such requirements shall apply to this contract. Ref: KCC 12.16, 12.17, and 12.18

3.21 Equal Benefits To Employees With Domestic Partners

King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The successful Contractor, bidder or proposer shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms, and Ordinance 14823 are available online at: <http://www.metrokc.gov/procurement/forms/eb.aspx>.

3.22 Non-Waiver of Breach

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

3.23 Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid, and enforceable and have the intent and economic effect as close as possible to the invalid, illegal, and unenforceable provision.

SECTION 4 Specific Contractual Terms & Conditions

4.1 Contract Term (Parts Contract)

The initial term of the Contract will be one year and may be extended for four (4) additional one-year periods at the option of the County, subject to the termination clauses contained herein. King County reserves the right to extend the term if determined to be in the best interest of the County.

Contracts or purchase orders will be issued by the County. Contract amendments or change orders issued by the County may reflect modification(s) of contract terms, funding or other matters.

King County reserves the right to purchase the goods or services described herein from other sources. The Contractor does not have the exclusive right to fill all of the County's requirements for the goods or services awarded nor will the County be obligated to purchase the estimated annual quantity, or any quantity contained in this Contract.

4.2 Price Revisions (Discount Off Catalog or Price List)

Pricing for items ordered under this Contract shall be based on the discount or multiplier identified in the bid and the item's price in the current accepted catalog or price list.

Pricing shall be based on the original catalog or price list until the County has accepted a subsequent catalog or price list. The County may accept a new catalog or price list by using it to determine pricing in future orders. If the County determines the prices contained in new catalogs or price lists are not fair and reasonable, the County may re-bid or purchase the items through any other means available.

King County will not be bound by prices contained in an invoice that are higher than the price derived from the multiplier or discount and the currently approved catalog or price list. If King County did not give prior acceptance of the higher price, the invoice may be rejected and returned to the Contractor for a correct invoice.

4.3 Shipping Charges

All prices shall include freight FOB to the designated delivery point. The County will reject requests for additional compensation for freight charges.

4.4 Packing Slips

Each delivery to the County shall have a packing slip enclosed that identifies the requester, their phone number, purchase order number, part number, unit price and quantity of each part shipped. If a product is shipped direct from the manufacturer, a priced document shall be hand delivered, e-mailed or faxed to King County no later than 24 hours after receipt of shipment. If the delivery is a partial shipment, indicate on the packing slip that it is not a complete shipment of that requisition and identify the items not shipped and provide a projected completion date of the order.

If the delivery combines items from more than one purchase order, separate packing slips shall be included in the shipment for each.

4.5 Use Report

The Contractor shall, if requested, submit to the Buyer a report of sales made to King County under this Contract. The report, in a format acceptable to King County, shall identify the detail required by the Buyer, which may include but is not limited to, delivery location, the item description, whether it's a Contract or non-Contract item, quantity, price and discount.

4.6 Pricing of Spare Parts

The County shall have the right to conduct a cost or Price Analysis on specific spare parts if pricing appears to be in excess of standard industry pricing for similar parts. Any difference shall be subject to negotiations to the satisfaction of the County. The County is not required to purchase spare parts under this contract if it can purchase the same item(s) from another source under terms that are more advantageous to the County.

4.7 Product Return

The County reserves the right to return standard products to the Contractor for full refund or credit when the Contractor is notified of the return within 30 days of the County's receipt of products.

The County further reserves the right to return products, parts and supplies determined to be surplus and no longer required by the County. Parts and supplies eligible for return to the Contractor shall have been purchased for inventory or as spared, be unused, and in the same general condition as when received. The County will advise the Contractor of its intention to return any parts and supplies. The Contractor has no obligation to accept such goods more than 2 years after the County's receipt of said goods. The Contractor is allowed a restocking fee of not more than 10% (ten percent) of the current price for the return of surplus products, parts and supplies. The Contractor shall be responsible for arranging pickup of products declared surplus.

The Contractor shall, at the County's option, issue a credit for the dollar value of the merchandise returned or refund that dollar amount (less any applicable restocking fee) to King County. The Contractor shall issue a reimbursement check or credit within twenty (20) business days after receiving an item.

This subsection does not apply to any merchandise made to order for the County.

4.8 Hazardous Chemical Communication

In order to comply with WAC 296-62-054, Hazard Communication, the Contractor shall prepare, a Material Safety Data Sheet (MSDS) for all products containing any toxic products that may be harmful to the end user. The MSDS Sheet is to accompany the toxic product(s) to the specified delivery sites and include the Chemical Abstract Service (CAS) numbers for every chemical that is listed in the MSDS. If the product is actually used diluted, the rate shall be so stated in the MSDS and the hazards and corresponding Personal protection, etc. also be listed. SARA Title 3 chemicals shall be listed with the percentage by weight of the total product. The MSDS shall include a statement as to the intended use of the product.

4.9 Prohibition on Asbestos-Containing Products

Asbestos-containing products shall not be provided to the County under this Contract, unless no practicable alternative for the asbestos-containing product exists and the Contractor obtains the written consent of the County. The Contractor shall notify the County in writing at least sixty (60) Days before it plans to supply the County with an asbestos-containing product. The County will respond to such notification within thirty (30) Days of receipt. The Contractor shall comply with applicable state, federal and local labeling and other laws, regulations and ordinances pertaining to asbestos-containing products, including, but not limited to, the State of Washington Industrial Safety and Health Act and the federal Occupational Safety and Health Act.

SECTION 5 - Technical Specifications for One (1) or More 36 Foot Aerial Bucket Truck

Bidders shall respond to each specification with a check mark to indicate the item being offered is exactly as specified or insert description to indicate any deviation from the specifications. Attach additional sheets as required.

MINIMUM SPECIFICATIONS

5.1 General:

- A. This specification sets forth the requirements for procurement of a minimum 36-foot, two-person, telescopic, articulating aerial device installed on a 19,000 lb. GVWR truck as specified. _____
- B. Quality Assurance:
 - 1. Design criteria shall be in accordance with current industry and engineering standards applicable and accepted for structural and hydraulic design safety standards. _____
 - 2. The completed truck shall be tested and certified by the aerial device manufacturer to meet all applicable King County and Federal vehicle requirements and safety standards including ANSI A92 and OSHA 1910.67. _____
- C. Submittals:
 - 1. Submit manufacturer's design drawings and specifications for the vehicle, aerial device, and service body showing all dimensions, features, and weights with bid. _____
 - 2. Supply a copy of manufacturer's warranty with bid. _____

5.2 Articulating Aerial Device:

- A. General:
 - 1. Minimum platform height from ground to bottom of platform 36 ft. _____
 - 2. Minimum working height 41 ft. _____
 - 3. Minimum side reach 21 ft from pedestal centerline to platform rotator at 10 ft minimum platform height. _____
 - 4. The completed truck, service body, and aerial platform shall be painted white in accordance with the manufacturer's standard painting process. _____
 - 5. Boom rest and platform rest with bucket retention strap. _____
- B. Platform, General:
 - 1. Material: Fiberglass _____
 - 2. Minimum platform capacity: 500 lbs _____
 - 3. Minimum dimensions: 48" long x 24" wide x 42" deep _____
 - 4. End-mount with 180° hydraulic rotator _____
 - 5. Fall restraint attachment point _____
 - 6. Inside/outside step _____
 - 7. Toe space on a minimum of three (3) sides _____

C. Platform Controls:

1. Single-stick full-pressure for upper boom lift, extension and rotation
2. Lower boom lift
3. Platform rotation
4. Platform leveling
5. Engine stop/start
6. Two speed engine throttle control
7. 12 VDC emergency hydraulic unit controls
8. Auxiliary tool power: One set of HTMA quick couplings located on the control panel designed to relieve pressure from couplings and tool hoses.

D. Platform Booms:

1. Lower minimum 75° travel range
2. Upper minimum 93° travel range
3. ANSI A-92.2 Category C, 46KV dielectric rating

E. Platform Pedestal:

1. Hydraulic controls for lower boom, upper boom extension, and rotation capable of overriding platform controls
2. 12 VDC emergency hydraulic unit controls
3. Minimum height 45°
4. Continuous rotation
5. Access holes to permit maintenance of hydraulic components

F. Platform Outriggers:

1. Manufacturer's standard A-frame type
2. Controls located to make each outrigger visible to operator during operation.

G. Service Body General:

1. General access step body suitable for installing on any chassis with an 84" cab to axle dimension and a 165" wheelbase.
2. Body floor shall be constructed from 12 gauge Ag60 steel checker plate.
3. Body panels shall be constructed from 16 gauge A60 steel.

H. Service Body Tailshelf:

1. Shall be full width of the service body and long enough to be flush with the rear end of the platform in the stowed position.
2. One (1) cable step on each side
3. One (1) grab handle on each side

I. Service Body Compartmentation:

1. General with the exception of the curb side access steps, compartments shall run the full length of the body and shall have doors, lockable latches, safety catches, chain supports, water guards, and weather stripping. Minimum 39" high and 15" feet
2. Curb side access steps to cargo area with grab handle, vertical with two adjustable shelves, horizontal with bottom dividers, vertical with 5 fixed material hooks.

J. Service Body: Minimum of two wheel chock storage pockets on the service body or tailshelf.

K. Hydraulic System:

1. Minimum pump ratings: 5 GPM at 2,200 PSI with PTO
2. PTO control installed in cab
3. Minimum 16 gal reservoir
4. Shutoff valves to permit reservoir, pump, and filter maintenance
5. 12 VDC emergency hydraulic unit with separate pump and battery capable of supplying all controls and stowing the aerial device from any extended position. Battery shall be charged by the vehicle's electrical system.

L. Installed Accessories:

1. Back-up alarm
2. Soft platform cover
3. Wheel chocks
4. Mud flaps
5. 24" x 24" x 2-1/2" plywood outrigger pads
6. Outrigger pad holder on each side of service body near outriggers.
7. A spray-applied polyurethane bed liner applied to all walking surfaces including the tops of the service body compartments.
8. Full set of safety and instructional signs and decals.
9. Vehicle height placard installed in a location visible to the driver.
10. Operator's manual and pouch behind the driver's seat.
11. Provide two (2) maintenance/parts manuals and one (1) additional operator's manual
12. 5-ton pintle hook with body reinforcement and safety chain D-rings.
13. Grounding cable minimum 50 ft of 2/0 – 600 V copper cable with ferrule and clamp on one end.
14. 6-way trailer receptacle including wiring harness at rear.
15. Two (2) amber strobe lights: one (1) mounted on a pedestal at front street side of body visible above cab and one (1) at rear curb side of body. Dash-mounted control switch.

16. LED lighting and reflective package to include reflectors, marker lights, 3-lamp identification cluster, and back-up lights shall meet FMVSS #108. All exterior lights shall be Trucklite LED type with sealed wire harness.
-
- M. Chassis General:
1. 19,000 lbs GVWR
 2. Ford F550, 2WD
 3. Regular cab
 4. Cab to Axle 84"
 5. Wheelbase 165"
-
- N. Chassis: Engine, minimum 6./L gasoline with interface for remote engine controls.
-
- O. Chassis: Transmission, automatic with PTO opening
-
- P. Chassis: Tires, LT225/70R19.5, 10 ply rating, all season tread
-
- Q. Air conditioning
-
- R. Full size spare tire, mounted inside of service body
-
- S. Intermittent wipers
-
- T. Extendable trailer tow type mirrors
-
- U. Daytime running lights
-
- V. Four (4) extra door/ignition keys
-

5.3 Warranty:

- A. Entire machine shall be covered by a twelve (12) month parts and labor warranty. Chassis shall be warranted for three (3) years/36000 miles.
-
- B. A full time complete parts and service facility offering factory authorized service and a parts supply adequate to perform complete repairs is required. Facility shall be within a one hundred fifty (150) mile radius of the King County Department of Transportation, Fleet maintenance facility at:
155 Monroe Ave NE
Renton, WA 98056
-
- C. Quote price for factory available warranty programs, above and beyond the base warranty, supply printed literature with bid.
-
- D. Inspection of bidder's parts and service facility may be required before bid award.
-

- E. King County will be responsible for all warranty and recall work. The Contractor shall reimburse King County for all warranty and recall work at current shop rate of \$69.00 per hour. Chassis warranty repairs will be performed by King County in accordance with manufacturers agreement with King County. King County reserves the right to have seller perform warranty work at King County's discretion. Seller shall accept responsibility and cost for transportation of unit from within King County to authorized repair facility and or field technician travel time to and from repairs for the base warranty period
- F. Warranty shall begin on date unit is placed into service, not delivery date. Vendor will be notified.
- G. Copies of all applicable warranties must be submitted with bid package. Additional data entry form shall be completed and delivered with vehicle.
- H. If unit(s) is sent to dealer or recalled and cannot be repaired within two working days a loaner of comparable size shall be supplied to King County at no charge

5.4 General:

- A. Only new models in current production which are cataloged by the manufacturer, and for which printed literature and specifications are available, are acceptable.
- B. A performance demonstration may be required before bid award. Performance demonstration will be of unit per basic specifications.
- C. All standard equipment and components necessary for operation and normally supplied shall be furnished, even if not called out in specifications.
- D. All equipment shall be new. Used, demonstration, rebuilt or remanufactured equipment is unacceptable. All items requested in the specifications shall be factory available, no aftermarket equipment will be accepted.
- E. The equipment shall have full dealer preparation and be ready for service when delivered.
- F. Manufacturers approved factory training for minimum two (2) technicians. Training to cover all unit systems, troubleshooting and diagnosis. Date and location shall be set upon delivery of equipment. **Bidder must submit course outline with bid.**
- G. Operators training covering familiarization and operation of all standard and optional features as unit(s) ordered are equipped shall be provided. Date and location shall be specified when equipment is accepted. Training shall be provided at multiple locations as required by King County.
- H. The equipment will not be considered "delivered" and payment will not be processed without the following items:
 - 1. Title application for each unit delivered
 - 2. Manufacturers statement of origin for each unit Delivered.
 - 3. Original billing invoice.

4. Certified weight slip for machine. _____
5. Two (2) lube chart per order. _____
6. One (1) "complete" technical service manual for all components including chassis per order. CD format preferred. _____
7. One (1) parts manual of all components per order CD format Preferred. _____
8. Two (2) operators manual per unit. _____
9. One (1) complete set of filters and belts shall be supplied for chassis and lift with each unit ordered. _____
10. One (1) list of all consumable maintenance items including description and part numbers. List shall include filters, belts, wiper blades and cooling system hoses applicable to units ordered. _____

SECTION 6 Parts Support

6-1 General

In addition to the acquisition cost of equipment, this Invitation to Bid addresses King County's need to control the costs associated with equipment maintenance. Therefore, this bid takes into consideration not only the equipment price, but also the cost of parts and vendor product support after the purchase.

Bidders shall respond to each specification with a check mark to indicate the item being offered is exactly as specified or insert description to indicate any deviation from the specifications. Attach additional sheets as required.

- A. Service Expectation, the Contractor's employees shall be knowledgeable in the products listed. The Contractor is expected to assist purchasers in making cost effective parts purchases. Assistance includes but is not limited to suggesting economic order quantities and less costly substitutes of equal quality. _____
- B. Contractor Qualifications, the Contractor shall be an established dealer, currently stocking and supplying a full line, as recommended by the manufacturer, of repair parts for the equipment specified with sufficient facilities, personnel and equipment to perform all requirements, terms and conditions of this Invitation to Bid, in the event of award. A site visit may be made prior to awarding bid to determine if a Contractor is capable of performing within the terms of the contract. _____
- C. The manufacturer and bidder shall guarantee that parts prices will be as low as such parts are sold to any other user purchasing similar quantities and that if at any time the prices are reduced or increased to the general trade, it is understood that King County shall not pay a higher price than any other user purchasing similar quantities under similar conditions, effective with the date of such price reduction or increase to the general trade. _____
- D. The Contractor shall advise the County of any item that is not available or will be backordered at the time the order is placed. King County shall be immediately notified by the Contractor if an existing order will be delayed or not be exactly as ordered. _____
- E. Warranty:
 - 1. Items purchased under this contract shall be guaranteed against defect with full credit given. Contractor is responsible for picking up defective items or arranging for a Call tag to insure freight is charged to Contractor on defective returns. _____
 - 2. Products furnished that are below the County's standard or not fit for the intended use shall be returned to the Contractor at their expense. _____
 - 3. The Contractor guarantees the goods and services furnished under this contract shall be free from defects in material and workmanship, and shall conform with all requirements of this contract. The Contractor is responsible for all costs of replacement, including shipping charges, for goods found to be defective within the warranty period. _____

4. King County shall receive the increased warranty benefits if the Contractor or original manufacturer provides a warranty that is greater in scope or duration. _____
5. The Contractor shall, upon request, provide the County complete copies of all written warranties or guarantees and/or documentation of any other arrangement relating to such warranties or guarantees extended to the Contractor by their suppliers, Contractors, distributors and sub-contractors covering parts, component, sub-components and systems procured through this contract. _____
6. The Contractor shall provide a local representative, authorized to act on their behalf and provide "on the spot" settlement of warranty claims or disputes. When applicable, the Contractor's representative shall be responsible for completing warranty claim documentation, and the packing and shipping of returns to manufacturer. _____
7. The expiration or termination of this contract shall in no way relieve the Contractor from its warranty/guarantee responsibility. _____
8. Items purchased for inventory shall be warranted from the date of installation by King County or their representative. _____

F. Parts Delivery:

1. Stock Orders: Delivery for stocked items shall be made within one (1) business day. There shall be no shipping or freight charges on any stock orders. _____
2. Non-Stock Orders: Delivery for non-stocked parts shall be within three (3) business days at no additional cost to King County for shipping or freight. _____
3. Non-Stock Rush Orders: Rush or overnight delivery may incur authorize payment for, freight charges unless rush delivery was specifically requested in advance by authorized personnel. Freight charges shall not exceed actual charges for only those items ordered. _____
4. The Contractor shall maintain sufficient stock to insure prompt delivery. The contract involves items which are necessary to perform critical King County services. Any delay in delivery could disrupt County services and force the County to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the County's ongoing needs. _____
5. Contractors are urged to give careful consideration to the County's requirements and to the availability of qualified staff when establishing delivery times. In the event the delivery terms of the contract are exceeded, the County may find it necessary to acquire the parts from a different source, thereby incurring additional costs. Those charges may be passed along to the Contractor. _____

G. Telephone Contact:

The Contractor shall provide a contact name and a direct telephone number that is toll free from the King County Department of Transportation. Electronic voice mail is not acceptable as an answering service.

Contact Name: _____

Toll Free telephone number: _____

H. Parts Catalogs and Price Lists:

Within two (2) weeks of request, Contractor shall furnish all necessary parts catalogs, price lists and/or latest dated published manufacturer's net price lists to customers at no cost.

I. Estimated Quantities:

1. The items listed represent King County's anticipated approximate requirements and shall be used in the bid evaluation analysis. Quantities listed are to be purchased on an as needed basis.
2. This is NOT a one-time purchase nor authorization to order.
3. The County shall be neither obligated by nor restricted to the quantities indicated.
4. Parts other than those listed may be obtained under the terms of the contract.

SECTION 7 -Bid Response

7-1 Rules of Price Evaluation

Bids meeting all requirements of this ITB will be evaluated on price. Bids stating price in effect at the time of shipment will not be accepted.

7-2 Delivery

Delivery is required as soon as possible and not later than one hundred twenty (120) days after verbal placement of an order. Bids shall state the number of days delivery is guaranteed after receipt of order. Bid prices shall include delivery, FOB destination, to the following location.

King County DOT, Fleet Administration, ER&R
155 Monroe Ave NE
Renton, WA 98056

Delivery Guaranteed within _____ days

7-3 Prompt Pay Discount

Prompt payment discounts offered by Contractors shall be used to calculate the low bid provided the discount offered allows a minimum of 20 days for payment. The number of days is calculated from the date of acceptance of goods or services or from the date a complete invoice is date stamped as received by King County, whichever event occurs last, and the check/warrant date. The County will take advantage of any prompt payment discount terms bid. Discount periods shall be extended if:

- A. The date printed on the invoice is more than three days earlier than the invoice receipt date;
- B. The delay is caused awaiting a credit memo, invoice correction, adjustment or reissue;
- C. An invoice is received prior to receiving goods ordered.

Prompt pay discount offered _____% - _____ Days, Net _____

7-4 References

To be eligible for award bidders shall be a bona fide franchised dealer or manufacturer of the equipment offered.

List the names and addresses of two (2) customers, not including King County, for whom the bidder has provided other unit(s) as the unit requested, in the state of Washington, which has been operating successfully for a period not less than one (1) year. Also List the names and addresses of two (2) customers, not including King County, for whom the bidder has provided equipment parts on a regular basis, in the state of Washington, for a period not less than one (1) year. Include dates, contact persons and telephone numbers. Should any reference submitted by a bidder be found unsatisfactory, King County, at its sole option, may reject that bidder's offer. King County shall be the sole judge in determining a satisfactory/unsatisfactory reference response. **References must be submitted with bid response.**

Company Name: _____

Company Address: _____

Company Phone: _____

Contact Person: _____

Dates: _____

Company Name: _____

Company Address: _____

Company Phone: _____

Contact Person: _____

Dates: _____

Company Name: _____
 Company Address: _____
 Company Phone: _____
 Contact Person: _____
 Dates: _____

Company Name: _____
 Company Address: _____
 Company Phone: _____
 Contact Person: _____
 Dates: _____

7-5 Pricing

In the event of a discrepancy between the unit price and the extended price, the unit price will prevail.

A. Inventory Repair Parts List

The parts listed are representative of parts historically purchased during the life of the equipment based on maintenance records of existing related equipment. To ensure equivalence, the base price for this bid shall be the current Retail List Price. Using that as a basis, fill in the List Price, the Discount Percentage (if any) and the Unit Price. Extend the total by multiplying the Estimated Annual Use quantity times the Unit Price for each of the products listed. The discount percentage offered for the items listed, shall be consistent for all related items purchased under this contract and shall remain the same throughout the life of the contract, including extensions. Failure complete all the fields listed below shall result in disqualification of the bidder.

| Item No. | Est. Annual Use | Description | List Price | % Disc | Unit Price | Item Total (Use X Unit Price) |
|-------------------------------|-----------------|----------------------------------|------------|--------|------------|-------------------------------|
| 1 | 1 ea | Annual Aerial boom inspection | \$ ea | % | \$ ea | \$ |
| State Brand & Part # Offered: | | | | | | |
| 2 | 1 ea | Dielectric test | \$ ea | % | \$ ea | \$ |
| State Brand & Part # Offered: | | | | | | |
| 3 | 1 ea | Bucket Tilt Hydraulic Cylinder | \$ ea | % | \$ ea | \$ |
| State Brand & Part # Offered: | | | | | | |
| 4 | 1 ea | Bucket Joystick control Assembly | \$ ea | % | \$ ea | \$ |
| State Brand & Part # Offered: | | | | | | |
| 5 | 2 ea | Vinyl Bucket Cover | \$ ea | % | \$ ea | \$ |
| State Brand & Part # Offered: | | | | | | |


| Item No. | Est. Annual Use | Description | List Price | % Disc | Unit Price | Item Total (Use X Unit Price) |
|-------------------------------|-----------------|------------------------------|------------|--------|------------|-------------------------------|
| 6 | 1 ea | Hydraulic Pump | \$ ea | % | \$ ea | \$ |
| State Brand & Part # Offered: | | | | | | |
| 7 | 1 ea | Outrigger extension cylinder | \$ ea | % | \$ ea | \$ |
| State Brand & Part # Offered: | | | | | | |
| Total Parts Price \$ | | | | | | |

B. Equipment Pricing

| Item No. | Est. Qty | Description | Unit Price | Extended Price |
|-----------------|----------|--|------------|----------------|
| 1 | 1 ea. | Truck, 19,000 lb GVWR, with 36 ft, Two-Person, Telescopic, Articulating Aerial Device Yr/Make/Model _____ | \$ _____ | \$ _____ |
| 2 | 1 lt. | Inventory Repair Parts (From 7-5.A) | \$ _____ | \$ _____ |
| Total Bid Price | | | | \$ _____ |

Bid Opening Label

Complete the form below (or a reasonable facsimile thereof) and affix to the exterior lower left hand corner of the submission package.

| | | |
|--|---|---|
| U R G E N T – SEALED BID ENCLOSED | | |
| Do Not Delay – Deliver Immediately | | |
| U R G E N T |  King County | King County Procurement & Contract Services Section Exchange Building, 8 th Floor 821 2nd Ave., EXC-FI-0862 Seattle, WA 98104-1598 |
| | Bid No. | IT13107-AAB |
| | Bid Title | Truck, 19,000 lb GVWR, w/36 ft, Telescopic, Articulating Aerial Device |
| | Due Date | |
| | Vendor | |
| U R G E N T | | |

Attachment A
Invitation to Bid 13107-AAB

King County Contracting Opportunities Program
For Goods and Services Contracts

The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Economically Disadvantaged Businesses (SEDB) through the use of a five percent (5%) incentive factor in the award of King County contracts for the purchase of goods and services.

A “Small Economically Disadvantaged Business” (SEDB) means that a business and the person or persons who own and control it are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is set at fifty percent (50%) of the Federal Small Business Administration’s (SBA) small business size standards using the North American Industrial Classification System (NAICS) and Owners’ Personal Net Worth less than \$750K dollars.

A “Certified Firm” means a business that has applied for participation in King County’s Contracting Opportunities Program, and has been certified as an SEDB by the King County Business Development and Contract Compliance (BDCC) office. Information about becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by visiting the King County Contracting Opportunities Program Web-site at <http://www.metrokc.gov/exec/bred/bdcc/prog/kccontractopp.htm> or contacting the Program office at (206) 205-0711.

Application of the 5% Incentive Factor and Contract Award

This contract will be awarded to the lowest responsive, responsible bidder; provided, however, that if the bid price of a responsive, responsible SEDB is within five percent 5% of the bid price of the lowest responsive, responsible bidder, and that bidder is not a SEDB, then the contract shall be awarded to the low SEDB bidder.

All certified SEDB bidders must complete the information on the front page of this Invitation in the section of Bidder Identification and the certification information below in number 3.

() Check if firm submitting Bid is a Small Economically Disadvantaged Business Enterprise certified by King County that will perform the entire contract unassisted.

Name of SEDB Business

SEDB Certification Number

Owner Signature

Contact Person Name, Phone Number

Contact Person Email